

GENERAL CONDITION FOR ELIGIBLE TENDERERS :

1. There shall not be any case or charge under investigation/enquiry/trial against the Tenderer or convicted in a Court of Law or suspended/blacklisted by any organization on any grounds.
2. KSPCB reserves the right to use in-house information for assessment of capability of Tenderer. The decision of KSPCB regarding the tender will be final and binding.
3. If the performance of the tenderer is/has been found to be unsatisfactory for any reason, whatsoever, in any organization including KSPCB, then KSPCB reserves the right to reject the tenders submitted by such tenderer at any point of time.
4. Tender forms can be downloaded from the website www.kppp.karnataka.gov.in.
5. Tenderers are advised to visit the site during the office hours 10.00 am to 5.30 P.M to understand the nature and scope of the work. The tenderers may contact Mr.Dinesh (Procurement), for clarification.
6. KSPCB will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
7. Corrigendum/Addendum/Modification/Corrections, if any, will be published on e-procurement portal only i.e. <http://www.kppp.karnataka.gov.in>
8. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
9. KSPCB shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
10. KSPCB reserves the right to reject any or all the tenders received without assigning any reason.
11. The Tenderers are responsible for employee insurance including medical coverage. KSPCB has no liability in this connection.
12. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka,/any State Govt/Central Govt.
13. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-Procurement portal due to internet connectivity issues and technical glitches.
14. EMD Payments through e –Payment mode shall be made as one single transaction and payments made in part are liable for rejection.

15. Past track record of the bidder in KSPCB will be considered for evaluation. If the performance of the bidder in respect of works awarded earlier is not satisfactory such bidders will be disqualified.
16. Any agency/ contractor/Agency who quote less than the minimum prevailing wages or as per the payment of minimum wages act issued by the Labor department will be liable for Dis-qualification.
17. Other terms and conditions as per Tender Document.
18. The minimum academic qualification of the persons engaged for shift and maintenance duties shall be as per the contract conditions.
19. The wages paid to the gardeners by the contract agency shall not be less than the minimum wages prescribed by Govt. of Karnataka time to time.
20. Minimum wages as per Labour Department norms & Part of ESI /PF etc., If any increase/Decrease in statutory levis will be borne by the Board.
 - a) All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.
 - i. Minimum Wages Act, 1948.
 - ii. Payment of Wages Act, 1936.
 - iii. Contract Labour (Regulation and Abolition) Act, 1970.
 - iv. Employees PF and Miscellaneous Provision Act, 1952.
 - v. Employees State Insurance Act, 1948.
 - vi. Workmen's Compensation Act
 - vii. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.
 - viii. Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.
21. For the successful bidder, the rate quoted by the bidder is only applicable and shall not be entitled for any other charges except, the minimum wages revised by the Govt. of Karnataka, time to time.
22. The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in KSPCB directly to the respective Government/Central Government Departments. In relation to EPF of the employee's share and ESI be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to KSPCB along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency. A copy of the receipt of EPF/ESI paid shall be given to the employees each month.
23. The successful agency, shall provide uniform, cleaning allowance, badges etc to its employees
24. In case of any accidents, injuries etc to the engaged personals, compensation shall be payable to the next kith and Kin by the contract agency only and KSPCB is not responsible in any way.
25. The KSPCB shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The KSPCB shall also be not liable

for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract

26. Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing necessary supervisors. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.
27. It is mandatory that, the agency shall make the payment to its employees within 10th of the every month irrespective of payment received from KSPCB. It is the responsibility of the bidder to produce previous month's ESI, EPF contribution receipts and salary acquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.
28. For any clarification please contact the office of issue or contact Ph: 25581383; 2589112.
29. Conditional tender liable for rejection.
30. During the celebration of Independence day and republic day varieties of potted flowering plants should be arranged at the flag post place of the head office Parisara Bhavana.
31. The contractor should be responsible for maintaining the Board garden including small repair works like, motors, pipe and other materials. Additionally at the UEP Peenya the contractor must arrange and operate 1.5 HP motor as required to transfer water from one sump to another.
32. The quoted Rates shall be of excluding GST and GST will be paid separately.

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